

1 MICHAEL COSENTINO, SBN 83253
Attorney at Law
2 P.O. Box 129
Alameda, CA 94501
3 Telephone: (510) 523-4702

4 Attorney for Plaintiff
United States of America
5
6

FILED
08 JUL -7 PM 12:42
RICHARD W. WILKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
9

10 UNITED STATES OF AMERICA

NO. C07-4558 SLM

11 Plaintiff,

DECLARATION FOR
JUDGMENT ON DEFAULT

12 v.

13 Joo H. Ko aka Joohwan Ko

Defendant.
14 _____/

15 I, MICHAEL COSENTINO, declare:

16 1. I am the attorney for the plaintiff in the above-entitled action.

17 2. This declaration is made on behalf of plaintiff.

18 3. From the files and records and other information in this case, declarant is informed and
19 believes that the defendant's place of residence is at 350 Reservation Road, Marina, CA 93933.

20 4. Defendant is not an infant or incompetent person and not in the military service of the
21 United States within the meaning of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended,
22 or otherwise entitled to the benefits of said Act.


23 5. Subsequent to the date of the Certificate of Indebtedness, a copy of which is attached hereto
24 and made a part hereof as Exhibit A, \$0.00 in payments have been made to the account; there is now
25 due and owing to the plaintiff from the defendant the sum of \$16,136.93 principal, plus \$2,817.92
26 additional interest, \$0.00 administrative costs, \$0.00 court costs, and \$ as attorney fees.

27 WHEREFORE, declarant requests that judgment be entered on behalf of the plaintiff and
28 against the defendant in the sum of \$18,954.85 plus post judgment interest at the legal rate per

1 annum, pursuant to the provisions of 28 USC Sec. 1961(a), which will be compounded annually
2 pursuant to the provisions of 28 USC Sec. 1961(b).

3 I declare under penalty of perjury that the foregoing is true and accurate to the best of my
4 knowledge, information and belief.

5
6 Dated: June 26, 2008



MICHAEL COSENTINO
Attorney for the Plaintiff

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24 DECLARATION FOR JUDGMENT OF DEFAULT

2

25
26
27
28



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center

Rockville MD 20857

OCT 24 2006

CERTIFICATE OF INDEBTEDNESS

Joo H. Ko, D.C.
AKA: Joohwan Ko
c/o Marina Chiropractic Healthcare
350 Reservation Rd
Marina, CA 93933
Ref: 50145681

Total debt due to the United States of America as of September 29, 2006: \$16,742.25 (principal \$16,136.93, interest \$605.32, administrative costs \$0.00).

I certify that the Department of Health and Human Services records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$16,136.93 from September 29, 2006, at the rate of 7.875%. Interest accrues on the principal amount of this debt at the rate of \$3.48 per day. Interest is computed at a variable rate and is adjusted quarterly. Due to the semi-annual compounding of interest, the current principal amount is greater than the original amount borrowed.

The claim arose in connection with a Government-insured Health Education Assistance Loan (HEAL) made by a private lender and assigned to the United States.

As a student at the Parker College of Chiropractic, you applied for and were granted the following Health Education Assistance Loan (HEAL), Section 701-720 of the Public Health Service Act (42 U.S.C. 292 f-p).

<u>Date of Promissory Note</u>	<u>Amount of Promissory Note</u>	<u>Amount Disbursed</u>
12/09/94	\$9,491.00	\$9,491.00

You signed a promissory note agreeing to repay the loan at a variable rate of interest beginning the first day of the tenth month after ceasing to be a full-time student or completing a residency program. The Student Loan Marketing Association (SLMA) purchased your note and received an assignment.

Upon your leaving the Parker College of Chiropractic, you were granted a deferment and forbearance agreements during the period of October 2, 1998, to January 28, 2001, with payments to begin February 28, 2001. Between April 24, 2000, and February 21, 2002, you made six (6) payments totaling \$1,650.21.

On July 26, 2002, the SLMA sent you a final demand letter to remit payment in full or your account would be filed as a default claim. You did not make any payments, nor did you respond.

On September 10, 2002, in the United States Bankruptcy Court, Northern District of California, you filed a petition for relief under Title 11 U.S.C. Chapter 13 (Case No. 02-55099-MMOR). The bankruptcy was dismissed on February 23, 2003, however, your HEAL debt was not dischargeable under bankruptcy.

EXHIBIT A

PAGE 2 - CERTIFICATE OF INDEBTEDNESS - JOO H. KO, D.C.

Due to your bankruptcy, the SLMA filed an insurance claim with the Department of Health and Human Services (HHS). The claim in the amount of \$13,654.00 was paid on October 22, 2002, and an assignment of the note was received.

The HHS notified you by letter dated October 28, 2002, that the previous holder of your promissory note submitted an insurance claim and assigned your note to the U.S. Government.

In a letter dated March 26, 2003, you were notified that although payments on your HEAL debt had been suspended during your bankruptcy proceedings, your debt was not subject to cancellation by bankruptcy discharge. You were provided instructions for entering into a repayment agreement (RA) with notice that it must be completed and returned within thirty (30) days along with a good faith payment. You did not comply.

On March 27, 2003, in the United States Bankruptcy Court, Northern District of California, you filed a petition for relief under Title 11 U.S.C. Chapter 13 (Case No. 5:03bk51956). The bankruptcy was dismissed on July 15, 2005, however, your HEAL debt remained undischageable under bankruptcy.

In a letter dated July 19, 2005, you were notified that although payments on your HEAL debt had been suspended during your bankruptcy proceedings, your debt was not subject to cancellation by bankruptcy discharge. You were provided instructions for entering into an RA with notice that it must be completed and returned within thirty (30) days along with a good faith payment. You did not comply.

On January 25, 2006, in the United States Bankruptcy Court, Northern District of California, you filed a petition for relief under Title 11 U.S.C. Chapter 13 (Case No. 06-50093). The bankruptcy was dismissed on May 12, 2006, however, your HEAL debt remained undischageable under bankruptcy.

In a letter dated May 18, 2006, you were notified that although payments on your HEAL debt had been suspended during your bankruptcy proceedings, your debt was not subject to cancellation by bankruptcy discharge. You were provided instructions for entering into an RA with notice that it must be completed and returned within thirty (30) days along with a good faith payment. You did not comply.

On June 19, 2006, you were notified that you had sixty (60) days in which to resolve your delinquent debt. You were advised that if you were unwilling to establish an RA, your case would be immediately referred to the Office of the Inspector General (OIG) for exclusion from participation in the Medicare/Medicaid Programs. The letter also informed you that in the event you did not enter into an RA, your debt would be referred to the U.S. Department of Justice (DOJ) for enforced collection. You did not comply.

EXHIBIT A

PAGE 3 - CERTIFICATE OF INDEBTEDNESS - JOO H. KO, D.C.

The following provides a breakdown of payments applied to your account:

6 Payments to Lender 04/24/00 to 02/21/02 \$1,650.21

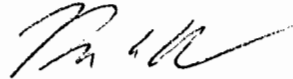
Repeated attempts by HHS have been unsuccessful in establishing an acceptable repayment schedule for your debt. Because of your lack of cooperation the federal government is exercising its option and declaring your note due and payable. Accordingly, your debt has now been referred to the DOJ for enforced collection.

The amount due should be remitted by check, draft or money order(s) payable to the "U.S. Department of Justice" and mailed directly to the United States Attorney, Northern District of California, 450 Golden Gate Ave., 10th Fl., San Francisco, CA 94102.

CERTIFICATION: *Pursuant to 28 U.S.C. 1746, I certify under penalty of perjury that the foregoing is true and correct.*

OCT 24 2006

Date



Barry M. Blum
Chief, Referral Control Section
Debt Management Branch

EXHIBIT A